

United States Bankruptcy Court

COURTS
ON APR 23 PM 3:03
FILED
CLERK OF COURT
IDAHO

District Of Idaho

Debtor's Name Frank L. Chapin Sydney L. Gutierrez-Chapin	Case No. 02-20218 Chapter Seven
Creditor's Name and Address Frank A. and Penny J. Martin 2901 - 9th Avenue NW Great Falls, MT 59404-5813	

REAFFIRMATION AGREEMENT

- Instructions:
- 1) Attach a copy of all court judgments, security agreements, and evidence of their perfection.
 - 2) File all the documents by mailing them or delivering them to the Clerk of the Bankruptcy Court.

NOTICE TO DEBTOR:

This agreement gives up the protection of your bankruptcy discharge for this debt.

As a result of this agreement, the creditor may be able to take your property or wages if you do not pay the agreed amounts. The creditor may also act to collect the debt in other ways.

You may rescind (cancel) this agreement at any time before the bankruptcy court enters a discharge order or within 60 days after this agreement is filed with the court, whichever is later, by notifying the creditor that the agreement is canceled.

You are not required to enter into this agreement by any law. It is not required by the Bankruptcy Code, by any other law, or by any contract (except another reaffirmation agreement made in accordance with Bankruptcy Code § 524(c)).

You are allowed to pay this debt without signing this agreement. However, if you do not sign this agreement and are later unwilling or unable to pay the full amount, the creditor will not be able to collect it from you. The creditor also will not be allowed to take your property to pay the debt unless the creditor has a lien on that property.

If the creditor has a lien on your personal property, you may have a right to redeem the property and eliminate the lien by making a single payment to the creditor equal to the current value of the property, as agreed by the parties or determined by the court.

This agreement is not valid or binding unless it is filed with clerk of the bankruptcy court. If you were not represented by an attorney during the negotiation of this reaffirmation agreement, the agreement cannot be enforced by the creditor unless 1) you have attended a reaffirmation hearing in the bankruptcy court, and 2) the agreement has been approved by the bankruptcy court. (Court approval is not required if this is a consumer debt secured by a mortgage or other lien on your real estate.)

25/

REAFFIRMATION AGREEMENT

The debtor and creditor named above agree to reaffirm the debt described in this agreement as follows.

THE DEBT

Total Amount of Debt When Case was Filed \$33,684.00

Total Amount of Debt Reaffirmed \$ 38,400.00

Above total includes the following:

Interest Accrued to Date of Agreement \$ 4,716.00

Attorney Fees \$ N/A

Late Fees \$ N/A

Other Expenses or Costs Relating to the
Collection of this Debt (Describe) \$ N/A

Annual Percentage Rate (APR) 7.0 %

Amount of Monthly Payment \$ 654.70

Date Payments Start 6-20-04

Total Number of Payments to be made 72

Total of Payments if paid according to schedule 47,138.40

Date Any Lien Is to Be Released if paid
according to schedule 6-20-10

The debtor agrees that any and all remedies available to the creditor under the security agreement remain available.

All additional Terms Agreed to by the Parties (if any):
None

Payments on this debt ~~were~~ ~~were not~~ in default on the date on which this bankruptcy case was filed.

This agreement differs from the original agreement with the creditor as follows:

N/A

CREDITOR'S STATEMENT CONCERNING AGREEMENT AND SECURITY/COLLATERAL
(IF ANY)

Description of Collateral. If applicable, list manufacturer, year and model.

Idaho Titles with Liens attached

Value \$43,000.00

Basis or Source for Valuation N.A.D.A. Price Guide

Current Location and Use of Collateral Possession and use by Debtor

Expected Future Use of Collateral Use by Debtor

Check Applicable Boxes:

- ☒ Any lien described herein is valid and perfected.
- ☐ This agreement is part of a settlement of a dispute regarding the dischargeability of this debt under section 523 of the Bankruptcy Code (11 U.S.C. § 523) or any other dispute. The nature of dispute is N/A

DEBTOR'S STATEMENT OF
EFFECT OF AGREEMENT ON DEBTOR'S FINANCES

My Monthly Income (take home pay plus any other income received) is \$ 5,062.00

My current monthly expenses total \$ 2,590.00, not including any payment due under this agreement or any debt to be discharged in this bankruptcy case.

I believe this agreement [~~will~~][will not] impose an undue hardship on me or my dependents.

DEBTOR'S STATEMENT CONCERNING DECISION TO REAFFIRM

I agreed to reaffirm this debt because The equipment is used in our business

I believe this agreement is in my best interest because It is more economical than to give it up and replace

I [considered][did not consider] redeeming the collateral under section 722 of the Bankruptcy Code (11 U.S.C. § 722). I chose not to redeem because N/A

I [~~was~~][was not] represented by an attorney during negotiations on this agreement.

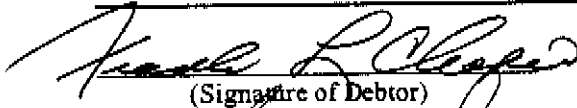
B 240
Continued

CERTIFICATION OF ATTACHMENTS

Any documents which created and perfected the security interest or lien [are]~~[are not]~~ attached.
[If documents are not attached: The documents which created and perfected the security interest or lien
are not attached because

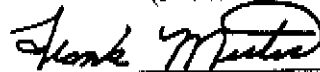
N/A.]

SIGNATURES

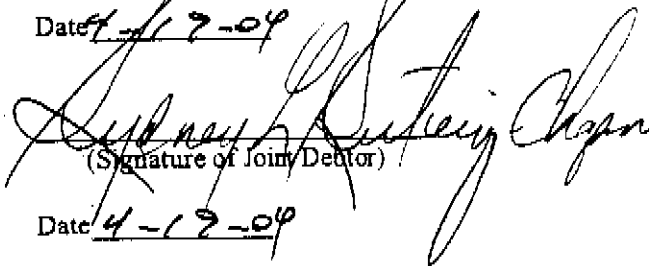

(Signature of Debtor)

Date 4-12-04

Frank A. Martin
(Name of Creditor)



(Signature of Creditor Representative)


(Signature of Joint Debtor)

Date 4-12-04

Date 4-12-04

CERTIFICATION BY DEBTOR'S ATTORNEY (IF ANY)

I hereby certify that 1) this agreement represents a fully informed and voluntary agreement by
the debtor(s); 2) this agreement does not impose a hardship on the debtor or any dependent of the debtor;
and 3) I have fully advised the debtor of the legal effect and consequences of this agreement and any
default under this agreement.

N/A
(Signature of Debtor's Attorney, if any)

N/A
Date

United States Bankruptcy Court

District Of Idaho

In re Frank L. Chapin
Debtor

Case No. 02-20218

Sydney L. Gutierrez-Chapin

Chapter Seven

MOTION FOR APPROVAL OF REAFFIRMATION AGREEMENT

Frank A. and Penny J.

The debtor[s] named above and Martin, a creditor of the debtor[s], have made an agreement reaffirming the debtor's [debtors'] debt to the creditor. The agreement is dated 4-19-04 and [has] ~~been~~ been filed with the court [if previously filed, on 4-23-04].

The court ~~has~~ [has not] granted a discharge to the debtor[s].

The debtor was [debtors were] [not] represented by an attorney during the negotiation of this agreement.

The debt reaffirmed in the agreement [is] [is not] an unsecured debt.

The reaffirmation agreement includes the debtor's[s'] statement that the debtor believes [debtors believe] that the reaffirmation agreement is in the best interest of the debtor[s].

The reaffirmation agreement includes the debtor's[s'] statement that the debtor believes [debtors believe] that the reaffirmation agreement does not impose an undue hardship on the debtor[s] or the dependents of the debtor[s].

I [We] ask the court to approve the reaffirmation agreement.

Date 4-19-04

(Signature of Debtor)

Date 4-19-04

(Signature of Joint Debtor)

Date 4-19-04

(Signature of Creditor or Attorney for Creditor)

THE ATTACHED IDAHO CERTIFICATE OF TITLE IS THE LEGAL OWNERSHIP DOCUMENT FOR YOUR VEHICLE OR VESSEL. DO NOT CARRY IT IN YOUR VEHICLE OR VESSEL. KEEP IT IN A SECURE PLACE. UPON SALE OR TRANSFER OF THIS VEHICLE OR VESSEL, THE NEW OWNER MUST APPLY FOR TITLE WITHIN 30 DAYS TO AVOID A \$20.00 PENALTY.

FRANK A MARTIN

PO BOX 1997
SANDPOINT ID 83864

DETACH HERE

02DC000806 DVS01182 1330

IDAHO

CERTIFICATE OF TITLE

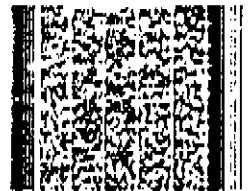
STD-3517 3-00TYP
31-873529-8

VEHICLE IDENTIFICATION NUMBER 3B7KF236X1G738467		YEAR 2001	MAKE DODG	BODY PK	MODEL TK	DESCRIPTION QUAD C3	
2ND VEHICLE IDENTIFICATION NUMBER		DOOMETER READING 630 ACTUAL		DATE 02/12/2002			
TITLE NUMBER 021003257	PRINT DATE 02/20/2002	WEIGHT	LENGTH	WIDTH	HULL	HORSEPOWER	PROPULSION

OWNER'S NAME AND ADDRESS

S AND F LLC
2872 HOODOO MTN RD
PRIEST RIVER, ID 83856

OTHER PERTINENT DATA



Assignment of Title

Federal and State law requires that you state the purpose when transferring ownership of a motor vehicle. Failure to complete this section may result in fines and/or prosecution.

ODOMETER READING - Reading is actual unless indicated otherwise. NO TENTHS) DATE		PURCHASER'S PRINTED NAME(S)	
1. <input type="checkbox"/> Excess of Mechanical Limits <input type="checkbox"/> Error		5. A. <input type="checkbox"/>	
<input type="checkbox"/> Not Actual - Warning: Odometer Discrepancy <input type="checkbox"/> No Change		B. <input type="checkbox"/>	
DATE SOLD: SELLING PRICE:		6. ADDRESS	
2. SELLER'S/REPRESENTATIVE'S PRINTED NAME(S)		7. CITY STATE ZIP	
3. 4. I certify to the best of my knowledge that the odometer reading reflects the actual mileage unless otherwise indicated. I also hereby release the seller and transfer ownership to the named purchaser. SELLER'S/REPRESENTATIVE'S SIGNATURE: A. X B. X		8. I am hereby releasing all title and interest in this vehicle to the purchaser. PURCHASER'S/REPRESENTATIVE'S SIGNATURE: A. X B. X	

Lienholder Section

FIRST LIEN

FRANK A MARTIN

PO BOX 1997
SANDPOINT, ID 83864
RECORDED 02/12/2002

SECOND LIEN

SIGNATURE RELEASING LIEN

DATE

SIGNATURE RELEASING LIEN

DATE

NEW LIENHOLDER'S NAME

ADDRESS

CITY

STATE

ZIP


THE ATTACHED IDAHO CERTIFICATE OF TITLE IS THE FINAL OWNERSHIP DOCUMENT FOR YOUR VEHICLE OR VESSEL. DO NOT CARRY IT IN YOUR VEHICLE OR VESSEL. KEEP IT IN A SECURE PLACE. UPON SALE OR TRANSFER OF THIS VEHICLE OR VESSEL, THE NEW OWNER MUST APPLY FOR TITLE WITHIN 30 DAYS TO AVOID A \$20.00 PENALTY.

FRANK A MARTIN

PO BOX 1997
SANDPOINT ID 83864 83864

DETACH HERE

02DC000742 DVS01182 1150

IDAHO									
CERTIFICATE OF TITLE									
103-0517-3-00TYS 31-875529-8		VEHICLE IDENTIFICATION NUMBER 3C8FY4BB51T645836		YEAR 2001	MAKE CHRY	BODY VN	MODEL TK	DESCRIPTION PT CRU	
2ND VEHICLE IDENTIFICATION NUMBER				ODOMETER READING 691 ACTUAL		DATE 05/08/2001			
TITLE NUMBER 011010119		EXPIRY DATE 02/07/2002		WEIGHT	LENGTH	WIDTH	HULL	HORSEPOWER	PROPULSION
OWNER'S NAME AND ADDRESS S & F LLC 2872 HOODOO MOUNTAIN RD PRIEST RIVER, ID 83856					OTHER PERTINENT DATA 				
Assignment of Title Federal and state law requires that you state the mileage when transferring ownership of a motor vehicle. Failure to complete or providing a false statement may result in fines and/or imprisonment.									
1 ODOMETER READING - Reading is actual unless indicated otherwise. (NO TENTHS): <input type="checkbox"/> In Excess of Mechanical Limits <input type="checkbox"/> Not Actual - Warning: Odometer Discrepancy					5 PURCHASER'S PRINTED NAME(S) A B				
2 DATE SOLD: SELLING PRICE:					6 ADDRESS				
3 SELLER'S/REPRESENTATIVE'S PRINTED NAME(S)					7 CITY STATE ZIP				
4 I certify, to the best of my knowledge, that the odometer reading reflects the actual mileage, unless otherwise indicated. I also hereby release my interest and transfer ownership to the named purchaser. SELLER'S/REPRESENTATIVE'S SIGNATURE: A X B X					8 I am aware that if I apply for title in Idaho, I must do so within 30 days of purchase or a \$20.00 late filing penalty may be due. I am also aware of the odometer certification made by the seller. PURCHASER'S/REPRESENTATIVE'S SIGNATURE: A X B X				
FIRST LIEN FRANK A MARTIN PO BOX 1997 SANDPOINT, ID 83864 RECORDED 02/07/2002					Lienholder Section SECOND LIEN				
9 SIGNATURE RELEASING LIEN X					10 SIGNATURE RELEASING LIEN DATE X				
11 NEW LIENHOLDER'S NAME					12 ADDRESS				
13 CITY					STATE ZIP				

05229154

THE ATTACHED IDAH. CERTIFICATE OF TITLE IS THE LEGAL OWNERSHIP DOCUMENT FOR YOUR VEHICLE OR VESSEL. DO NOT CARRY IT IN YOUR VEHICLE OR VESSEL. KEEP IT IN A SECURE PLACE. UPON SALE OR TRANSFER OF THIS VEHICLE OR VESSEL, THE NEW OWNER MUST APPLY FOR TITLE WITHIN 30 DAYS TO AVOID A \$20.00 PENALTY.

FRANK A MARTIN

PO BOX 1997
SANDPOINT ID 83864

DETACH HERE

2DC000745 DVS01182 1454

IDAHO									
CERTIFICATE OF TITLE									
VEHICLE IDENTIFICATION NUMBER 478TE2248Y4109572					YEAR 2000	MAKE HCND	BODY MV	MODEL ATV	DESCRIPTION
2ND VEHICLE IDENTIFICATION NUMBER					ODOMETER READING NO DEVICE		DATE		
TITLE NUMBER A001007757		PRINT DATE 02/13/2002		WEIGHT	LENGTH	MIDTH	FULL	HORSEPOWER	PROPULSION
OWNER'S NAME AND ADDRESS S AND F LLC 2872 HOODOO MOUNTAIN RD PRIEST RIVER, ID 83856					OTHER PERTINENT DATA				
Assignment of Title Federal and state law requires that you state the mileage when transferring ownership of a motor vehicle. Failure to complete or providing a false statement may result in fines and/or imprisonment.									
ODOMETER READING - Reading is actual unless indicated otherwise. NO TENTHS) DATE					PURCHASER'S PRINTED NAME(S)				
1) <input type="checkbox"/> Exceeds or Mechanical Limits <input type="checkbox"/> Exact					5) A *				
<input type="checkbox"/> Not Actual - Warning: Odometer Discrepancy <input type="checkbox"/> No Device					5) *				
DATE SOLD: SELLING PRICE:					ADDRESS				
2) SELLER'S REPRESENTATIVE'S PRINTED NAME(S)					7) CITY STATE ZIP				
4) I certify to the best of my knowledge that the odometer reading reflects the actual mileage, unless otherwise indicated. I also hereby release my interest and transfer ownership to the named purchaser. SELLER'S REPRESENTATIVE'S SIGNATURE:					8) I am aware that I am taking title in Idaho. I must do so within 30 days of purchase of a 2000 or later model vehicle. I am also aware of the odometer certification made by the seller. PURCHASER'S REPRESENTATIVE'S SIGNATURE:				
A X					A X				
B X					B X				
FIRST LIEN					SECOND LIEN				
FRANK A MARTIN									
PO BOX 1997									
SANDPOINT, ID 83864									
RECORDED 02/07/2002									
SIGNATURE RELEASING LIEN DATE					10) SIGNATURE RELEASING LIEN DATE				
X					X				
NEW LIENHOLDERS NAME					11)				
ADDRESS					12)				
CITY					13) CITY STATE ZIP				

THE ATTACHED IDAHO CERTIFICATE OF TITLE IS THE .GAL OWNERSHIP DOCUMENT FOR YOUR VEHICLE OR VESSEL. DO NOT CARRY IT IN YOUR VEHICLE OR VESSEL. KEEP IT IN A SECURE PLACE. UPON SALE OR TRANSFER OF THIS VEHICLE OR VESSEL, THE NEW OWNER MUST APPLY FOR TITLE WITHIN 30 DAYS TO AVOID A \$20.00 PENALTY.

FRANK A MARTIN

PO BOX 1997

SANDPOINT ID 83864 83864

DETACH HERE

02DC000743 DVS01182

1151

IDAHO

CERTIFICATE OF TITLE

17D-3517 8-00776
01-875529-4

VEHICLE IDENTIFICATION NUMBER

1FALP4445RF208596

YEAR

1994

MAKE

FORD

BODY

CV

MODEL

MUS

DESCRIPTION

2ND VEHICLE IDENTIFICATION NUMBER

ODOMETER READING

12100 ACTUAL

DATE

07/26/1999

TITLE NUMBER
A97653127

PRINT DATE
02/07/2002

WEIGHT

LENGTH

WIDTH

HULL

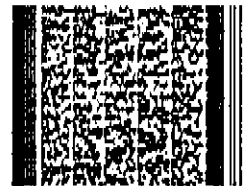
HORSEPOWER

PROPULSION

OWNER'S NAME AND ADDRESS

OTHER PERTINENT DATA

S AND F LLC
2872 HOODOO MOUNTAIN RD
PRIEST RIVER, ID 83856



Assignment of Title

Federal and state law requires that you state the mileage when transferring ownership of a motor vehicle. Failure to complete or providing a false statement may result in fines and/or imprisonment.

1 ODOMETER READING - Reading is actual unless indicated otherwise.
(NO TENTHS) DATE:

☐ In Excess of Mechanical Limits

☐ Exempt

☐ Not Actual - Warning: Odometer Discrepancy

☐ No Device

PURCHASER'S PRINTED NAME(S)

5

A *

B *

2 DATE SOLD: SELLING PRICE:

6 ADDRESS

3 SELLER'S/REPRESENTATIVE'S PRINTED NAME(S)

7 CITY

STATE

ZIP

4 I certify to the best of my knowledge that the odometer reading reflects the actual mileage, unless otherwise indicated. I also hereby release my vehicle and transfer ownership to the named purchaser. SELLER'S/REPRESENTATIVE'S SIGNATURE:

A X

B X

8 I am aware that if I agree to sell or lease, I must do so within 30 days of purchase or a \$20.00 late title penalty may be due. I am also aware of the odometer certification made by the seller.

PURCHASER'S/REPRESENTATIVE'S SIGNATURE:

A X

B X PURCHASER'S/REPRESENTATIVE'S SIGNATURE (or representative's printed name):

B X

Lienholder Section

FIRST LIEN

FRANK A MARTIN

PO BOX 1997
SANDPOINT, ID 83864
RECORDED 02/07/2002

SECOND LIEN

9 SIGNATURE RELEASING LIEN

DATE

X

10 SIGNATURE RELEASING LIEN

DATE

X

11 NEW LIENHOLDER'S NAME

12 ADDRESS

13 CITY

STATE

ZIP

09229165


THE ATTACHED IDAH CERTIFICATE OF TITLE IS THE LEGAL OWNERSHIP DOCUMENT FOR YOUR VEHICLE OR VESSEL. DO NOT CARRY IT IN YOUR VEHICLE OR VESSEL. KEEP IT IN A SECURE PLACE. UPON SALE OR TRANSFER OF THIS VEHICLE OR VESSEL, THE NEW OWNER MUST APPLY FOR TITLE WITHIN 30 DAYS TO AVOID A \$20.00 PENALTY.

FRANK A MARTIN

PO BOX 1997
SANDPOINT ID 83864 83864

DETACH HERE

02DC000741 DVS01182 1149

IDAHO									
CERTIFICATE OF TITLE									
1. VEHICLE IDENTIFICATION NUMBER 46YSP1625P1043178		YEAR 1993		MAKE TRLR	BODY LS	MODEL TL	DESCRIPTION BRONCO		
2. VEHICLE IDENTIFICATION NUMBER				ODOMETER READING EXEMPT			DATE		
TITLE NUMBER C92125608		EXPIRATION DATE 02/07/2002		WEIGHT	LENGTH 16	WIDTH 7	HULL HORSEPOWER PROPULSION		
OWNER'S NAME AND ADDRESS S AND F LLC 2872 HOODOO MOUNTAIN RD PRIEST RIVER, ID 83856				OTHER PERTINENT DATA 					
Assignment of Title Federal and state law requires that you state the mileage when transferring ownership of a motor vehicle. Failure to complete or providing a false statement may result in fines and/or imprisonment.									
3. ODOMETER READING - Reading is actual unless indicated otherwise. (NO TENTHS) DATE: 1. <input type="checkbox"/> In Excess of Mechanical Limits <input type="checkbox"/> Exempt <input type="checkbox"/> Not Actual - Warning: Odometer Obsolescence <input type="checkbox"/> No Device				5. PURCHASER'S PRINTED NAME(S) A. B.					
2. DATE SOLD: SELLING PRICE:				6. ADDRESS					
3. SELLER'S/REPRESENTATIVE'S PRINTED NAME(S)				7. CITY STATE ZIP					
4. I certify, to the best of my knowledge, that the odometer reading reflects the actual mileage, unless otherwise indicated. I also hereby release my interest and transfer ownership to the named purchaser. SELLER'S/REPRESENTATIVE'S SIGNATURE: A. X B. X				8. I am aware that if I apply for title in Idaho, I must do so within 30 days of purchase or a \$20.00 late filing penalty may be due. I am also aware of the odometer certification made by the seller. PURCHASER'S/REPRESENTATIVE'S SIGNATURE: A. X B. X 2nd PURCHASER'S/REPRESENTATIVE'S SIGNATURE for representative's printed name:					
FIRST LIEN FRANK A MARTIN PO BOX 1997 SANDPOINT, ID 83864 RECORDED 02/07/2002				Lienholder Section SECOND LIEN					
9. SIGNATURE RELEASING LIEN DATE				10. SIGNATURE RELEASING LIEN DATE X					
11. NEW LIENHOLDER'S NAME				12. ADDRESS					
13. CITY				STATE ZIP					

09229163

THE ATTACHED IDAHO CERTIFICATE OF TITLE IS THE GAL OWNERSHIP DOCUMENT FOR YOUR VEHICLE OR VESSEL. DO NOT CARRY IT IN YOUR VEHICLE OR VESSEL. KEEP IT IN A SECURE PLACE. UPON SALE OR TRANSFER OF THIS VEHICLE OR VESSEL, THE NEW OWNER MUST APPLY FOR TITLE WITHIN 30 DAYS TO AVOID A \$20.00 PENALTY.

FRANK A MARTIN

PO BOX 1997
SANDPOINT ID 83864 83864

DETACH HERE

02DC000744 DVS01182 1152

IDAHO

CERTIFICATE OF TITLE

103-0517-8-000716
01-075828-8

VEHICLE IDENTIFICATION NUMBER

1B9F20209D1014296

YEAR

MAKE

BODY

MODEL

DESCRIPTION

1983

BARE

LS

TL

2ND VEHICLE IDENTIFICATION NUMBER

ODOMETER READING

DATE

EXEMPT

TITLE NUMBER
011011435

EXPIRY DATE
02/07/2002

WEIGHT
2,800

LENGTH

WIDTH

HULL

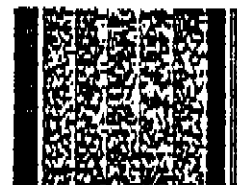
HORSEPOWER

PROPULSION

OWNER'S NAME AND ADDRESS

OTHER PERTINENT DATA

S AND F LLC
2872 HOODOO MOUNTAIN RD
PRIEST RIVER, ID 83856



Assignment of Title

Federal and state law requires that you state the mileage when transferring ownership of a motor vehicle. Failure to complete or providing a false statement may result in fines and/or imprisonment.

ODOMETER READING - Reading is actual unless indicated otherwise.

(NO TENTHS):

DATE:

☐ In Excess of Maintenance Limit

☐ Exempt

☐ Not Actual - Warning: Odometer Discrepancy

☐ No Odometer

PURCHASER'S PRINTED NAME(S)

DATE SOLD:

SELLING PRICE:

ADDRESS

SELLER'S/REPRESENTATIVE'S PRINTED NAME(S)

CITY

STATE

ZIP

I certify to the best of my knowledge, that the odometer reading reflects the actual mileage, unless otherwise indicated. I also hereby release my interest and transfer ownership to the named purchaser. SELLER'S/REPRESENTATIVE'S SIGNATURE:

A) X

B) X

I am aware that if I apply for title in Idaho, I must do so within 30 days of purchase or purchase of a \$20.00 late filing penalty may be due. I am also aware of the odometer certification made by the seller.

PURCHASER'S/REPRESENTATIVE'S SIGNATURE:

A) X

B) X PURCHASER'S/REPRESENTATIVE'S SIGNATURE (or representative's printed name):

B) X

FIRST LIEN

FRANK A MARTIN

PO BOX 1997
SANDPOINT, ID 83864
RECORDED 02/07/2002

Lienholder Section

SECOND LIEN

SIGNATURE RELEASING LIEN

DATE

SIGNATURE RELEASING LIEN

DATE

X

NEW LIENHOLDER'S NAME

ADDRESS

CITY

STATE

ZIP

05229166

United States Bankruptcy Court

_____ District Of Idaho

In re Frank L. Chapin
Debtor
Sydney L. Gutierrez

Case No. 02-20218

Chapter Seven

ORDER APPROVING REAFFIRMATION AGREEMENT

The court approves/disapproves the reaffirmation agreement between the debtor and
Frank A. and Penny J. Martin
(Name of Creditor)

BY THE COURT

Date _____

United States Bankruptcy Judge

CERTIFICATE OF MAILING

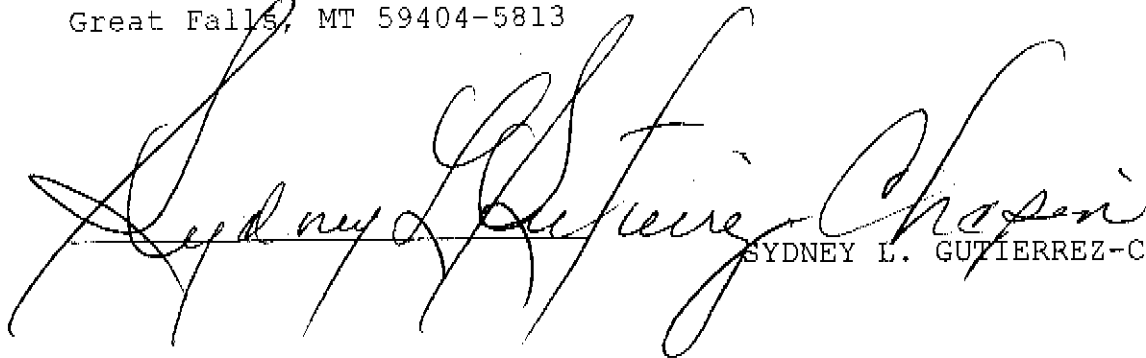
I HEREBY CERTIFY that on this 23rd day of April, 2003, I caused to be served a true and correct copy of the foregoing MOTION FOR APPROVAL OF REAFFIRMATION AGREEMENT and WAIVER OF HEARING ON REAFFIRMATION AGREEMENT by U.S. Mail, and addressed to the following:

U.S. Trustee
P.O. Box 110
Boise, ID 83701

James H. Magnuson
Attorney for Chapter 7 Trustee
P.O. Box 2288
Coeur d'Alene, ID 83816

C. Barry Zimmerman
Chapter 7 Trustee
P.O. Box 124
Coeur d'Alene, ID 83814

Frank A. Martin
2901 - 9th Avenue, N.W.
Great Falls, MT 59404-5813


SYDNEY L. GUTIERREZ-CHAPIN

COURTS
04/22/23 PM 3:02

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF IDAHO

In Re:

Frank L. Chapin and
Sydney L. Gutierrez-Chapin

Debtor(s)

CASE NO. 02-20218
CHAPTER 7

WAIVER OF HEARING ON
REAFFIRMATION AGREEMENT

The undersigned Debtor(s) and their counsel hereby waive the holding of a hearing in connection with the Reaffirmation Agreement entered into between Debtor(s) and Frank A. Martin (hereinafter referred to as "Creditor"), dated April 19, 2004, and request that the Court enter its order approving said agreement.

The undersigned Debtor(s) and their counsel state to the Court that the Debtor(s) have been informed of the following:


1. That said Reaffirmation Agreement is purely voluntary, and that Debtor(s) have the option of surrendering the collateral and having the debt discharged.
2. That the Debtor(s) may rescind said Reaffirmation Agreement at any time prior to discharge or within sixty days after such agreement is filed with the Court, whichever occurs later, by giving notice of rescission to said Creditor.
3. That the effect of said Reaffirmation Agreement is to once again make the Debtor(s) personally liable on said debt. Should the Debtor(s) fail to pay said debt, said Creditor can pursue his remedies against the Debtor(s) under state law just as though no bankruptcy has occurred.

DATED April 19, 2004


Debtor

N/A
Attorney for Debtor


Debtor


Creditor Representative